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# COLLECTIVE AGREEMENT

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*between*

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

*and*

**ALL CONTRACTORS WORKING ON**

Maintenance, Repair, Revamp, Renovation and Upkeep

*of*

**VARIOUS OPERATING FACILITIES**

*in*

**THE PROVINCE OF ALBERTA**

as agreed by the Council and specified in Appendix C

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# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of January 2020

By and Between

Those Employers described in Appendix B

hereinafter referred to as the "**COMPANY**"

and

those International Unions who compose

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

hereinafter referred to as the "**UNION**"

For the purpose of maintenance, repair, revamp, renovation and upkeep work for

**VARIOUS OPERATING FACILITIES  
IN THE PROVINCE OF ALBERTA  
AS AGREED BY THE COUNCIL  
AND SPECIFIED IN APPENDIX C**

The Council is composed of the International Unions as listed in Appendix "A".

Whereas the Company is engaged in the business of plant maintenance (as defined in Article 5) with miscellaneous industries, and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Council on behalf of its affiliates herein listed, with the Company, wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas the Member Unions have in their membership throughout the area members competent and qualified to perform the work of the Company.

Whereas the Company has employed and now employs members of the Member Unions on maintenance work recognized by the Unions of the AFL-CIO as being within the jurisdiction of said Unions.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted National Maintenance Council for Canada, wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Company.

Whereas the Company and the Council desire to mutually establish hours of work and working conditions for the employees on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas the Company and the Council agree that due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all employees covered by this Agreement, shall have the protection of all existing Federal, Provincial and Local laws applicable to employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial or Municipal regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is now applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which law or regulation is not applicable.

Whereas the National Maintenance Council for Canada acknowledges and agrees to co-operate with any Contractors' Association that is or may be formed, whose mandate is to co-ordinate and harmonize the activities, functions and interests of the Employers signatory to this Agreement.

Whereas the National Maintenance Council for Canada has initiated a Rules of Engagement Pledge, the parties to this Agreement support the goals of this program.

All references in this Agreement to the masculine gender shall also apply to the feminine gender.

It is, therefore, agreed by the undersigned Company and the undersigned Unions that in consideration of the mutual promises and covenants contained herein, the Maintenance Agreement be made as follows:

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## ARTICLE 1.000 RECOGNITION

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1.100 The Bargaining Unit under this Agreement shall comprise all employees of the Company, coming under the jurisdiction of the Council Members signatory to this Agreement, now employed and employed in the future for maintenance work, (as defined in Article 5).

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## ARTICLE 2.000 THE COMPANY AND THE UNIONS

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2.100 Recognize the Council as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of the affiliated Unions.

2.200 Agree to bargain collectively with the Council and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.

2.300 Agree that the jurisdiction recognized therein for each Union shall be the jurisdiction recognized by the AFL-CIO. Assignments will be made in accordance with the procedures established in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the U.S.A. and Canada. (The Green Book.)

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## ARTICLE 3.000      UNION SECURITY

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- 3.100      All employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Member Union of the Council and maintain such membership in good standing.
- 3.200      The Company will co-operate with the Member Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent workers.
- 3.300      When any Member Union cannot supply qualified workers within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers. The Company may immediately put them to work with direction to the workers that they are employed subject to Union agreement of membership and/or replacement by Union members and advise forthwith the appropriate Business Agent that the workers are on the job.

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## ARTICLE 4.000      SCOPE OF WORK

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- 4.100      The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement.
- 4.200      The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- 4.300      All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.

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## ARTICLE 5.000      DEFINITIONS

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- 5.100      All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.
- 5.200      Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 5.300      The word "repair" used with the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 5.400      Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.

- 5.500 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.
- 5.600 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the National Maintenance Council for a final determination.

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## ARTICLE 6.000 GRIEVANCES

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6.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 of the Local Union in Step 2 and shall be handled in the following manner:

6.101 Step 1 Between the aggrieved employee and/or their Steward and the Company supervisor.

6.102 Step 2 Between the aggrieved employee, their Steward and/or Local Union Business Representative and their Foreperson, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.

The Company shall respond in writing within fifteen (15) working days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.

The Union must respond to the Company's grievance response within fifteen (15) working days of receipt. Timelines may be extended by mutual agreement.

6.103 Step 3 Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. The carriage and control of any grievance at Step 3 and beyond rests solely with the International Union Representative.

6.104 Step 4 A hearing shall be conducted by a National Maintenance Agreement Council Committee of the Unions signatory to this Agreement with senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.

6.105 Step 5 If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication within ten (10) working days of the decision rendered by the National Maintenance Council.

This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three (3) working days the appointment shall be made by the Minister of Labour for the Province of Alberta.

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province of Alberta to designate the third Arbitrator who shall act as Chairperson. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairperson shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.

In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairperson shall be shared equally by the parties.

The Company shall provide the necessary facilities for the grievance meetings.

6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.

6.300 Grievance forms will be provided by the Company at the jobsite.

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## ARTICLE 7.000 UNION REPRESENTATION

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7.100 The designated Union Representative of the Member Union shall be permitted to visit on the job after reporting to the senior Representative of the Company on the job, but will not interfere with the progress of the work.

7.200 Whenever security regulations prevent access to any job or project, the Company or its Representative, will give all possible assistance to the Union Representative in obtaining the necessary pass or permission to gain access to such job or project.

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## ARTICLE 8.000 STEWARDS

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8.100 A Steward shall be a qualified worker appointed by a Member Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement. When employees are laid-off, the Steward shall receive a copy of the lay-off list immediately prior to the Company advising the affected employees.



Upon mutual agreement and after consultation with the Company, the Union may appoint an alternate Steward(s) based upon the requirements of the site. Alternate Steward(s) have no protection from layoff.

- 8.200 The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. At lay-off the Job Steward will be one of the last five (5) employees on the job, provided they are qualified to do the work at hand.
- 8.300 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

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## ARTICLE 9.000 WAGES

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- 9.100 Wage rates for maintenance work shall be \$0.75 per hour less than base rates set forth in the Area Labour Agreement of the Member Union where such work is to be performed and shall be paid to all employees under the terms of this agreement.

At the Employer's option, electronic pay records and records of Employment may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.

For projects that are located within a one hundred (100) radius kilometers of Ft. McMurray city hall, wage rates for maintenance shall be 100% of base rates set forth in the Area Labour Agreement.

Wages will be paid weekly by cheque or other legal tender by the end of the work day on Thursday.

If there is a second shift the weekly cheques will be distributed by the end of the work day Wednesday if available on site.

General Forepersons and Forepersons who have achieved the status of Industrial Construction Crew Supervisor designation from the Alberta Apprenticeship Industry Training will receive an additional one dollar and fifty cents (\$1.50) over the regular General Forepersons and Forepersons rates (for all hours worked) contained in the applicable reference agreement. The premium is not to be pyramided.

- 9.101 Employers will make appropriate contributions to CEFAP for those participating trades which have this provision in their Reference Collective Agreement.
- 9.102 Employers will make appropriate contributions to RSAP for those participating trades which have this provision in their Reference Collective Agreement.
- 9.103 Effective July 5, 2015 Employers are responsible for making appropriate contributions to the Workforce Development Initiatives Trust Fund under this agreement. (Payment will be forwarded to the CLR on a monthly basis). Please note that BCA member contractors working under the Alberta NMA will have their boilermaker contributions made by the BCA.
- 9.104 Any enablement provisions made by the Local Unions to the wage rates or benefits packages and provided to any Employer will be extended to NMA Employers when bidding the same or similar work packages. In these circumstances' maintenance will be at the enabled conditions.

9.105 Upon renewal of a local reference agreement the Employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

9.200 Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, and unemployment insurance record of earnings before they leave the jobsite.

9.300 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, and Records of Earnings (ROE's) will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays. EI Records of Earnings (ROE's) will be filed electronically or at the employees' written request be mailed Express Post to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

When electronic deposits are made, the final deposit and other termination document mailings/filings must be made by the next pay period.

9.400 i) Should wages and vacation pay earnings not be mailed within this time period noted above, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing or filing is made.

Electronic deposits only

ii) Should wages and vacation pay not be electronically submitted by the next pay period the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays. The penalty will be imposed from the pay date for which the cheque was not received.

In the event that there is a payroll error (miscalculation) on the final electronic deposit, the Company will have three (3) days, after notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the three (3) days, the Company will pay a penalty of \$100.00 from the pay date of the final electronic deposit.

9.500 Complaints/grievances with respect to non-receipt of final wages, vacation pay due and employment insurance record of earnings must be raised to the Company in a timely fashion, in any event, not more than ten (10) days, exclusive of Saturday, Sunday and Holidays, from date of lay-off/termination.

9.600 Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays and Statutory Holidays after notification of the shortage is received in writing and acknowledged by the Company.

Should this payment not be made within the allotted ten (10) days, the Company will pay the penalty amount noted in article 9.400 above from the date the issue was raised by the employee and received in writing and acknowledged by the Company.

9.600(i) In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit where an employee is short paid less than ten (10) hours or equivalent, the Company will have two (2) payroll periods, after notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the two (2) payroll periods, the Company will pay a penalty of \$100.00 per day from the date the Company was notified.

Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment of one hundred dollars (\$100.00) per day will be applicable on day 15 from the submission of the query.

9.700 When the Company or the Employee becomes aware of an overpayment, the Company the Union and the Employee will meet to negotiate the repayment terms.

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## ARTICLE 10.000 BENEFITS AND OTHER MONETARY FUNDS

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10.100 Welfare Funds, Pension Funds, Apprentice Training Funds, Provincial Building Trades Fund and other Union Monetary Funds including Union Dues and Field Dues called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s).

10.200 The Company and all Sub-Contractors to this Agreement shall pay ten cents ( \$0.10 ) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada and at the request of the participating International Union one other Industry Administration Fund per trade, not to exceed the current contribution rate listed in the appropriate reference agreement. The given amount will be specified in the individual trade appendix. Such Industry Administration Fund will be submitted to the appropriate Association.

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## ARTICLE 11.000 COMPENSATION INSURANCE

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11.100 For all Employees covered by this Agreement, the Company shall provide Workers' Compensation and other protective insurance as may be required by law.

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## ARTICLE 12.000 HOLIDAYS

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12.100 The following days will constitute the recognized holidays within the terms of this Agreement. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day       |
| 2. Family Day     | 8. Thanksgiving Day |
| 3. Good Friday    | 9. Remembrance Day  |
| 4. Victoria Day   | 10. Christmas Day   |
| 5. Canada Day     | 11. Boxing Day      |
| 6. Civic Holiday  |                     |

12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday following unless changed by mutual agreement between the Company and the Union Representative.

12.201 When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

12.202 Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

In order to harmonize (Client, multi-employer) observance on maintenance sites the Employer may make a request to the National Maintenance Council within fourteen (14) days of the holiday to establish another day to be observed other than those noted above.

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## ARTICLE 13.000 REPORTING TIME

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13.100 When an employee reports for work, unless previously advised there is no work available, they shall be entitled to two (2) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

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## ARTICLE 14.000 TRAVEL AND SUBSISTENCE

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14.100 a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton and/or Calgary City Hall(s) or other Hiring Hall locations, the Company shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the Company shall pay to each employee a transportation cost at the rate of fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return.

The transportation cost will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

- b) Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from the City Hall(s) of Edmonton and Calgary or other Hiring Hall locations.

Subsistence will be paid at a rate of one hundred dollars (\$110.00) per day worked or reported for. In the following areas, subsistence will be paid at a rate per day worked or reported for as noted:

Athabasca.....	\$	150.00
Bonnyville.....	\$	150.00
Calgary (05/06/2012) Boilermakers only .....	\$	150.00
Camrose .....	\$	120.00
Caroline.....	\$	140.00
Canmore/Exshaw .....	\$	155.00
Cold Lake.....	\$	150.00
Drumheller .....	\$	135.00
Edson .....	\$	125.00
Elk Point/Vermillion .....	\$	150.00
Empress.....	\$	135.00
Forestburg.....	\$	135.00
Fox Creek .....	\$	150.00
Fort McMurray.....	\$	195.00
Grande Cache.....	\$	150.00
Grande Prairie .....	\$	150.00
Hanna.....	\$	130.00
Hardisty.....	\$	155.00
Hinton .....	\$	150.00
Lloydminster .....	\$	160.00
Medicine Hat.....	\$	140.00
Peace River.....	\$	150.00
Pincher Creek/Waterton.....	\$	140.00
Red Deer .....	\$	135.00
Rock Mountain House .....	\$	150.00
Stettler .....	\$	120.00
Swan Hills.....	\$	115.00
Wainwright .....	\$	145.00
Whitecourt.....	\$	150.00

These amounts will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the Employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

Effective May 6, 2018 there is a scheduled increase to initial and terminal travel which will be paid as follows from the above:

120-200 Radius Kilometers	\$	88.00 each way,
200-300 Radius Kilometers	\$	124.00 each way,
300-375 Radius Kilometers	\$	150.00 each way,
375-475 Plus Radius Kilometers	\$	224.00 each way,

or actual airfare if suitable proof of air transport is provided to the Employer.

Initial and Terminal travel for any project which falls within one-hundred (100) radius kilometers of Ft. McMurray city hall will be \$224.00.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Union and the Employer to a maximum of \$344.00 each way or airfare if suitable proof of air transport is provided to the Employer.

Initial and terminal travel amounts will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

14.200 On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 14.100 (a) if they reside outside a forty-five (45) radius kilometer free zone around the project.

14.300 On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid fifty two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return. Subsequent amounts will be governed by the provisions of Article 14.100 a). In Ft. McMurray, subsistence employees will be provided transportation to and from the job site as per current arrangements under the Agreement - Appendix 'C'.

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## ARTICLE 15.000 WORK BREAKS

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15.100 It is agreed that all employees covered by this agreement are to receive two (2) rest or coffee breaks of ten (10) minutes on the job in the area or areas designated by the Company. Each break shall be established by the Employer in each eight (8) hour shift. It is, however, understood that this shall be done in such a manner as to not stop the necessary operation of the job.

Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.

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## ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME AND OVERTIME MEAL BREAKS

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16.100 Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m., and the regular quitting time shall be four-thirty (4:30) o'clock p.m. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as job conditions warrant.

As an option, ten (10) hours per day, Monday to Thursday or Tuesday to Friday may be worked at straight time. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

When establishing a four (4) day ten (10) hour work week, the Employer will advise the affected Local Union office that a four (4) day ten (10) hour option is in place and declare if it is a Monday to Thursday, or Tuesday to Friday work pattern.

Where a multi trade project is scheduled under the four (4) ten (10) hour shift system and an Employer secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

16.100(i) When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ( $\frac{1}{2}$ ) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

In the event an employee is not able to observe their break they shall be compensated in the following manner:

- a) On a straight time, day, the employee will be compensated an additional thirty (30) minutes paid at the time and one-half rate.
- b) On an overtime day, the employee will be compensated an additional thirty (30) minutes at the applicable overtime rate.

The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in 16.100(i) a.) and b.) will apply in instances when the staggered lunch hour (paid break) is moved greater than one (1) hour either way to accommodate production schedules and emergencies as identified in 16.100.

16.200 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 13.000.

Employees working an afternoon shift defined as a shift starting after 9:00 a.m. and before 9:00 p.m. shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour for all hours worked.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour for all hours worked.

Employers may opt to establish 3 shift 24 hour coverage with no overlap under the following conditions. Employees working day shift will work 8 hours for 8 hours pay. Employees working afternoon shift will work 7.5 hours for 8 hours pay and employees working midnight shift will work 7 hours for 8 hours pay. Hourly shift premiums as established for afternoon and midnight shift will not be paid for employees working under these conditions.

The mid-shift lunch break will be of one half (1/2) hour in duration and will be unpaid.

Where employees are requested to take a shift change, as much notice as possible will be given. If eight (8) hours notice is not provided then all regular hours worked on the first shift on the new schedule will be paid at time and one-half (1-1/2).

16.300 Overtime Provisions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours



b) Four Ten Hour Day Option (4x10)

*Monday to Thursday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10)

*Tuesday to Friday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

16.303 Before accruing overtime during a work week, an employee must work all available scheduled straight-time hours and must not have any unexcused absences.

In the event that an employee has missed available straight-time hours due to an unexcused absence, they must work an equivalent number of straight time hours prior to being eligible for overtime.

An employee who has not completed all the available straight time hours will not be obligated to work the overtime days at the straight time rate.

16.304 For new employees hired for a short-term outage(s) of ten (10) days or less all overtime will be paid at time and one half (1.5x) to a maximum of twelve (12) hours per day. The Employer agrees to adjust the overtime payments to the applicable rates should the outage exceed the ten (10) day period.

Should a statutory holiday fall within the ten (10) days it will be paid at the double-time (2x) rate.

16.400 Employees shall be at their posts prepared to start work at the regular starting time.

16.500 Outside of the limits established in Article 16.100, by mutual consent of the Company and the Council, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) or ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

16.600 Overtime Meal Breaks: When an employee works beyond ten (10) hours per day they shall be entitled to a meal break and a meal supplied by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Company in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the job.

When the four (4) ten (10) hour day option is worked, recognizing emergency situations will arise, if the Company has not scheduled in excess of the ten (10) hour shift, the Company shall be granted a one (1) hour extension where a meal and meal break are not required.

When an employee works Scheduled Overtime (work performed on Saturdays, Sundays and Holidays they shall be entitled to a meal break when overtime work exceeds ten (10) hours.

When an employee works Short Notice Emergency Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled overtime) they shall be entitled to a meal break when overtime work exceeds four (4) hours.

Entitlement to subsequent meal breaks will occur at approximately four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a meal, the thirty (30) minute break shall not count as overtime work.

16.601 When a foreperson is required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreperson's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

This shall also apply to those Employees who are required to arrive at work earlier than their crew on a continual basis to execute work of a preparatory nature for the impending shift. This article will not be applicable to "one-off" work assignments.

16.602 **Overtime Meal Allowance on Unscheduled Overtime:**

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the employees:

- (i) a payment of forty dollars (\$40.00) as a meal allowance.
- (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- (iii) a fifteen (15) minute rest break at the applicable rate of pay.

Where a camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift.

16.603 **Overtime Meal Allowance on Scheduled Overtime:**

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the employees:

- (i) a payment of twenty-five dollars (\$25.00) as a meal allowance.
- (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- (iii) a fifteen (15) minute rest break at the applicable rate of pay.

Where a camp is provided, employees will not receive the twenty-five dollars (\$25.00) meal allowance where they are able to receive a camp meal at the end of their shift.

16.604 **Overtime Meal Allowance for those on Subsistence:**

There shall be no meal allowance applicable to those receiving subsistence, however any reduction to the current subsistence rates will attract a meal allowance payment equivalent to the reduction.

16.700 Subject to Article 16.100 on the establishment of a four (4) ten (10) hour day system, any provisions regarding minimum number of days to establish afternoon or midnight shifts are not applicable under this Agreement.

16.800 Employees called out between regular shifts will be entitled to a minimum of two (2) hours pay at the applicable overtime rate for actual hours worked whichever is greater.

16.900 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period therefore it is established that the employee must have eight (8) continuous hours off between regular shifts or they will be paid overtime rates for all hours worked in excess of the first eight (8) until such times as they have eight (8) continuous hours off.

It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break rule.

Time spent in site indoctrination sessions will not be counted as hours of work for the purposes of calculation of the sixteen (16) or eight (8) hours as noted above except when indoctrination is included as part of the regular work day.

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## ARTICLE 17.000 SAFETY

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- 17.100 The Employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the safety rules and regulations as established by the Owner, Company, applicable Council Member Labour Agreement and applicable Provincial or Federal Regulations, Acts and Laws.
- 17.200 The Company will provide to the employees, such items of safety equipment as required by these Safety Rules and Regulations. The Company accepts responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.
- 17.300 The Company will provide a separate area for employees to remove and store coveralls, work clothing etc., prior to entering lunchrooms.
- 17.400 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program.

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## ARTICLE 18:000 APPRENTICES

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- 18.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and the Council Affiliates, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

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## ARTICLE 19.000 HIRING AND TRANSFER OF WORKERS

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- 19.100 The Company agrees to hire workers where work is being performed or is to be performed in accordance with the procedures established in the Local Area Labour Agreement by each Council affiliate or as amended in the attached trade appendix. In reference to the 48-hour rule, Article 3.300 applies.
- 19.101 If an Employer requires an employee to complete online orientation and on-boarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course(s) equal to that time estimate, to a maximum of four (4) hours, multiplied by the employee's total package hourly rate.

This provision shall not apply to, nor shall there be any pay required for Owner or site access required online orientations.

19.200 The Employer shall have the right to transfer a minimum of fifty percent (50%) of their existing workforce (or greater if the percentage is higher in the local reference agreement) from project to project based upon the following understandings:

1) Transfers will not displace any existing employees.

2) Transfers will only apply to Local Union members.

As a minimum, within the geographical area of each Council affiliate, the Employer shall have the right to transfer a foreperson between plant locations or to where work is being performed.

19.300 On subsistence projects, as described in Article 14.100 (b), local residents will be given priority of employment provided such resident meets the following criteria:

19.301 A local resident is a person who has resided within one hundred (100) radius kilometers of the project at the date of hire.

19.302 An employee's residence is the place where they permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside.

Original Documents (not photo copies) are required for proof of residence. These will be verified by the Employer, copied and returned. Two (2) of the following are acceptable:

Income Tax Assessment  
Property Tax Assessment  
Unemployment Insurance  
Utilities Receipt

19.303 The Union will undertake to dispatch qualified persons for employment in the following sequence:

(i) qualified Union members who are local residents;

(ii) qualified Union members residing outside of the local area.

19.304 Local Union members will retain employment priority should they possess the appropriate qualifications to remain on the job. An Employer choosing to layoff a local member and keep a travel card or permit member will notify and provide the affected Local Union with an appropriate written explanation.

19.305 The component Unions of the National Maintenance Council for Canada (NMC) recognizes the importance of the supply of skilled and ready-to-work employees on maintenance projects. The NMC agrees to adopt the core training safety provisions which have been established by the individual component Unions and outlined in their respective reference agreements. The Committee understands the current costs being absorbed by the industry due to the duplication and redundancy of training and commits to working with the Signatory Employers towards the development of an industry standard for core training within the province of Alberta.

- 19.306 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.
- 19.400 Should an employee residing in camp accommodation be requested by the Employer or the Clients' designated camp management personnel to move to another room or camp, they are to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours. This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees furlough. Transportation will be supplied if required.

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## ARTICLE 20.000 CREW SIZE, SUPERVISION AND FOREPERSONS

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- 20.100 The crew size shall be any number of workers required to safely perform the work and shall be increased or decreased at the discretion of the Company.
- 20.200 The designation and determination of the number of forepersons on maintenance work shall be the prerogative of the Company.
- The Foreperson may be requested to work with the tools, when in the Company's opinion, it is advisable.

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## ARTICLE 21.000 LOCKOUT AND WORK STOPPAGE

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- 21.100 There shall be no lockout by the Company, and no work stoppages by the Union.
- 21.200 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:
- 21.201 Should a work stoppage occur in negotiating the local agreement, the employees of the affected Unions will be paid the appropriately adjusted wage rate and benefits negotiated in the new agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier.
- 21.202 Should no work stoppage occur in negotiating the local agreement, the employees of the affected Unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 21.300 It is agreed the work force in effect on any site will not be employed on work that is affected as a result of a Building Trades construction strike or lockout.

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## ARTICLE 22.000 MANAGEMENT CLAUSE

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22.100 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work and the right to discharge or lay-off any employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgment the spirit and intent of this Agreement has been violated.

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## ARTICLE 23.000 TRADE CO-OPERATION

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23.100 Maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite or mixed crews may be formed where conditions warrant. It is understood that all employees will work together harmoniously as a group and as directed by the Company.

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## ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

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24.100 This Agreement shall become effective January 1, 2020 and will remain in full force and effect until December 31, 2022 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

24.200 Amendments may be made at any time by mutual consent.

24.300 The National Maintenance Council may, upon application from Employers, agree to amend portions of this Agreement in order to meet the needs of specific projects or industry sectors or regions. The Council will establish a Standing Sub-Committee to receive and review such requests.

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## ARTICLE 25.000 ELECTRONIC SIGNATURE

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25.000 This collective agreement can be executed by a representative of each Trade Union by electronic signature or other electronic means. A letter of authorization to that effect is on record with the National Maintenance Council for Canada. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the Trade Union physically signing a copy of the collective agreement.

**APPROVED AND AGREED BY THOSE SIGNATORY UNIONS ON APPENDIX 'A' ATTACHED  
HERETO AND THOSE EMPLOYERS SIGNATORY AND LISTED ON APPENDIX 'B' ATTACHED  
HERETO.**

## APPENDIX A – SIGNATORY UNIONS

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**Vice President**

International Association of Heat  
& Frost Insulators & Allied  
Workers

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**General President**

Labourers International Union  
of North America

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**International Vice President**

International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers  
& Helpers

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**General President**

International Union of  
Operating Engineers

---

**Director of Canadian Affairs**

International Union of Bricklayers  
& Allied Craft Workers

---

**General President**

International Union of Painters  
and Allied Trades

---

**General President**

United Brotherhood of Carpenters  
& Joiners of America

---

**Director of Canadian Affairs**

United Association of Journeymen  
& Apprentices of the Plumbing &  
Pipefitting Industry of the United  
States and Canada

---

**Vice President**

Operative Plasterers & Cement  
Masons International Association

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**General President**

International Brotherhood of  
Teamsters

---

**International President**

International Brotherhood of  
Electrical Workers

---

**General Vice President**

International Association of  
Bridge, Structural, Ornamental &  
Reinforcing Iron Workers

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**Director of Canadian Affairs**

International Association of  
Sheet Metal, Air, Rail and Transportation Workers



## APPENDIX B – SIGNATORY EMPLOYERS

The following listed Employers are signatory to the National Maintenance Agreement.

The list may be amended from time to time as maintenance work is awarded by the Owners and Employers are signed to the Adherence Agreement.

- Advance Coating Solutions Inc.
- Aecon Industrial, A Division of Aecon Construction Group Inc.
- Alberta Exchanger Ltd.
- Altex Heat & Exchanger Ltd.
- Aluma Systems Inc.
- APTIM Services Canada Corporation
- Aquilex WISI Canada ULC.
- Atlantic Plant Installation Canada Inc.
- Babcock & Wilcox Industries Ltd.
- Bantrel Constructors Co.
- Bayzik Oilsand Services Inc.
- Black & McDonald Limited
- Borealis Roofing and Cladding Ltd.
- BFI Constructors Ltd.
- Brock Canada Industrial Ltd.
- Brown & Root Industrial Services Canada Corporation
- Bruce Steel Erectors Inc.
- Canada Power Systems (CPS) Ltd.
- Canadian Erectors Construction Services Inc.
- Casman Industrial Construction Inc.
- CIMS Limited Partnership.
- Car-Ber Testing Alberta Inc.
- CBS Construction Ltd.
- CEDA Field Services LP
- Centre Line Construction Surveys Ltd.
- Certified Coating Specialists Inc.
- Cessco Fabrication & Engineering Ltd.
- Chemco Electrical Contractors Ltd.
- Chinook Scaffold Systems Ltd.
- ClearWater Energy Services LP
- Connect Group
- Construction Solimec Inc.
- Continental Stress Relieving Systems Ltd.
- Coronado Contracting Corporation
- Custodis-Cottrell Canada Inc.
- Demitec Limited
- Dewar Western Inc.
- Derksen Mechanical Services Inc.
- Douglas Coatings Ltd.

- Driver's Industrial Installations Ltd.
- Edmonton Exchanger & Refinery Services Ltd.
- Elite Scaffolding Systems Inc.
- Eskimo Steel
- Fort McMurray Refrigeration (1977) Co. Ltd.
- Fluor Constructors Canada Ltd.
- FT Asset Management Services Integrated Ltd. (TAMS)
- Fuller Austin
- Guthrie Mechanical Services Ltd.
- Horton CBI Limited.
- Industrial Corrosion Control
- Industrial Scaffold Services L.P.
- Industrial Trade Solutions
- Integra Technologies
- Interior Industrial Contractors Ltd.
- Interior Power and Chemical Services Ltd.
- Interpro Technical Services Ltd.
- Industra Thermal Inc.
- Innovator Specialty Services Inc.
- Jacobs Industrial Services Ltd.
- JLG Industries Inc.
- Kamtech Services Inc.
- Laird Electric Inc.
- Lloydminster Maintenance Ltd.
- L. Robert Equipment Ltd.
- Lockerbie & Hole Industrial Inc.
- Lorneville Mechanical Contractors Ltd.
- Mayer Industrial Services Ltd.
- MM Ltd. Partnership
- Majestic Construction Services Ltd.
- Melloy Industrial Services Inc.
- Midwest Constructors' Corp.
- Mikiwam Coatings
- Minestar Maintenance Inc.
- Myco Services Ltd.
- NorCan Electric Inc.
- North American Site Services Inc.
- Pacer Management Services Corp.
- Park Derochie Inc.
- PCL Industrial Services Inc.
- Pic Industrial Equipment 2014 Ltd.
- Pinestone Contracting Ltd.
- Portable Machine Works Ltd.
- Process Group Inc.
- Rope Access Calgary Inc.
- Rope Access Maintenance (RAM)
- RKM Services Ltd.
- Scaffold Solutions Ltd.
- Smogbusters Inc.

- Soogadin Industrial Inc.
- Supreme Steel Ltd.
- Swift Industrial Services
- Thermal Works Insulation Inc.
- ThyssenKrupp Safway Inc.
- TISI Canada (Team Industrial Services).
- Titan Industrial Inc.
- Tracer Field Services Canada Ltd.
- Tri-Vax Enterprises Ltd.
- TVE Industrial Services Ltd.
- T&M Specialty Contractors
- Venture Scaffolding and Insulating Ltd.
- Vibratex Solutions Inc.
- Waiward Steel LP.
- Westcor Services Ltd.

## APPENDIX C - NATIONAL MAINTENANCE AGREEMENT FOR ALBERTA

The Agreement applies to projects in the Province of Alberta. The following amendments apply to projects in the Ft. McMurray Area.

### FT. McMURRAY AREA:

#### Article 14.000 - Travel and Subsistence

- a) Employees travelling to Ft. McMurray from Edmonton will be paid initial and terminal travel pursuant to Article 14.100 b) and provided with camp accommodation or accommodation allowance.

Ft. McMurray residents or those employees accommodated in Ft. McMurray will be provided with transportation to and from the jobsite by the Employer.

Employees transported to the Syncrude Aurora site, or the CNRL sites, or the CNOOC site, from Ft. McMurray will be entitled to receive the current inconvenience allowance being paid by the appropriate Client.

**The inconvenience allowances are Client policies and are established at the sole discretion of the Client. They may be altered or cancelled by the Client at any time.**

## **APPENDIX D NATIONAL MAINTENANCE AGREEMENT FOR ALBERTA**

### **HOURS OF WORK PROVISIONS**

#### **SUNCOR REFINERY EDMONTON, ALBERTA**

##### **1) COMPRESSED WORK WEEK ARRANGEMENTS**

The Parties agree to the following amendment to the National Maintenance Agreement at the Suncor Refinery Site in Edmonton, Alberta which "grandfathers" the Compressed Work Week arrangements in place at the site. This Compressed Work Week arrangement will apply to Edmonton Exchanger and be an option to the existing hours of work arrangements covered in Article 16.000 of the National Maintenance Agreement.

This grandfathered Compressed Work Week will follow the existing arrangements on site as described as follows:

- a) The parties to this Agreement agree that the maximum of nine (9) hours shall constitute a normal days work beginning at 7:30 a.m. and ending at 5:00 p.m. (excluding a one-half hour (1/2) lunch break) may be utilized if restricted to Long Term Base Crew Employees. With the understanding that this work schedule is utilized to compensate the Employees for hours lost during the twenty-six (26) yearly earned days off (EDO's), in keeping with the terms of the Maintenance Contract with Suncor, Edmonton Refinery, the maximum normal work week shall be forty-five (45) hours beginning Monday at 7:30 a.m. and ending Friday at 5:00 p.m. Of the twenty-six (26) EDO's, eighteen (18) will be scheduled by Suncor and the remaining eight (8) will be designated as flex EDO's to be taken as mutually agreed between the employee and the supervisor.

It is understood that when an employee is hired with the intentions of an employment term of more than a six (6) week period, that employee will be automatically on the aforementioned Compressed Work Week arrangements and be considered as a Long Term Base Crew Employee.

Should an employee be terminated prior to working six (6) weeks, an adjustment shall be made in accordance with the terms of Clause b).

- b) It is understood that when employees are hired with the intentions of short-term employment (defined as less than six (6) weeks from the date of hire) that they will be paid in the following manner. During this six (6) week period, employees will be paid time and one-half (1 1/2) for the ninth (9th) hour.

Should the employee be employed onsite after six (6) weeks on the job, that employee will then be considered part of the Long Term Crew and paid in accordance with the Compressed Work Week payment terms (except as outlined in item (e) below).

- c) Overtime payments for work on the scheduled eighteen (18) days off will be at time and one half (1 ½) for the first twelve (12) hours and double-time (2) paid thereafter. Double-time (2) will be paid for all hours worked on Sundays and Statutory Holidays. If an employee is asked to work their scheduled flex day off without being given forty-eight (48) hours notice, then the employee will be paid overtime at time and one half (1 ½) for up to twelve (12) hours except on Sundays and Statutory Holidays where double-time (2) will be paid for all hours worked. Once scheduled, requests for employees to work on flex days will only be made a last resort, after all reasonable options are made to find alternate arrangements.

If a long term employee is terminated without having a flex EDO within the previous six (6) weeks, then an adjustment will be made to pay any regular hours worked in excess of two hundred and forty (240) hours over the previous six (6) weeks at the applicable overtime rate.

- d) The employee will provide a minimum of seven (7) days notice when requesting flex. EDO's. Special circumstances will be considered by the supervisor wherein a shorter notice period may be allowed. It is understood that: the onus is on the employee to request the flex EDO's; that these EDO's are over and above the minimum vacation and statutory holiday required by law, and that overtime payment will not be made for flex days not taken by the employee with the exception of those circumstances outlined in items b) and c) above
- e) During a period of Plant Shutdown, all employees hired with the intentions of short-term employment shall be paid based on five (5) eight (8) hour days Monday to Friday or four (4) ten (10) hour days Monday to Thursday and or Tuesday to Friday. Those hired for the Plant Shutdown will continue to receive compensation under the terms of short term employment until the conclusion of the work even if they are on site longer than six (6) weeks. All Long Term Base Crew employees shall remain on the compensation terms of the Compressed Work Week arrangements where applicable overtime payments will be made for work on a scheduled day off as per Clause c).

## 2) **COKER SHIFT ROTATION**

The parties agree to "grandfather" the current coker shift rotation that is in place and operating at the site under the current arrangements and rules. This would apply to members of Labourers Local 92 currently involved in this rotation.

Should the Owner require a change to existing arrangements or additional people, the matter will be referred to the Labourers Union and the National Maintenance Council for review and acceptance prior to implementation.

All other provisions of the Alberta National Maintenance Agreement apply.

## **APPENDIX E – AGREED ADDENDUM TO ALBERTA NATIONAL MAINTENANCE AGREEMENT RE: SHELL SCOTFORD MODS PROJECT**

The following items constitute the amendments to the Alberta National Maintenance Agreement to accommodate the project and work contemplated on the Shell Scotford Mods Project as described in the project description presented to the participating Unions December 19, 2000 - plot plan attached. All other provisions of the National Maintenance Agreement will apply.

- 1) Duration - These amendments come into effect February 4, 2001 and will expire upon mechanical completion of the work and acceptance by the Owner.
- 2) This addendum will apply to all employers awarded work on the Mods Project by the Athabasca Construction Joint Venture. It does not apply to those Employers awarded maintenance work by Shell Canada who will continue to use the regular provisions of the General Presidents' Maintenance Agreement and the National Maintenance Agreement as appropriate.
- 3) Effective February 4, 2001, all non-turn-around activities will be performed under the National Maintenance Agreement except that base rates, shift premiums and overtime conditions will be paid as per the appropriate reference construction agreement.
- 4) All turn-around activities associated with the Mods Project will be performed under the National Maintenance Agreement and wage rates, shift premiums and overtime conditions will be as per the regular provisions of the National Maintenance Agreement. The duration of the turn-around will be from the commencement of the installation of the main safing blanks until their removal.
- 5) There will be no restriction for individual Employers to transfer their employees between work on the Mods Project to other AOSDP work at the Scotford site and back again as required.
- 6) Welder testing arrangements for work on the Mods Project will be as per the appropriate reference construction agreement.
- 7) Ad Hoc transportation arrangements established for the construction portion of the AOSDP will apply to those employees assigned to the Mods Project under this Addendum.
- 8) The Athabasca Construction Joint Venture undertakes to ensure employers who are awarded work on the Mods Project sign and adhere to the National Maintenance Agreement and this Addendum.
- 9) The Athabasca Construction Joint Venture undertakes to ensure proper jurisdictional assignments on the Mods Project work as well as consistent and uniform application of the National Maintenance Agreement by its sub-contractors.

National Maintenance Council for Canada  
February 7, 2001, Edmonton, Alberta.  
Revised and Re-issued March 8, 2001

## **APPENDIX F APPROVED WORKSITES FOR THE 9/80 SCHEDULE**

- Shell Scotford, Ft. Saskatchewan, Alberta
- Nutrien Redwater Fertilizer, Redwater, Alberta

**(See overtime provisions below for the 9/80 Schedule)**



## 9/80 WORK SCHEDULE

This work week averages to forty (40) hours straight time over a two-week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in “major shutdown” situations.

**1) Work week and overtime arrangements will be as follows:**

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday and one (1) eight (8) hour straight time day on Friday in the first week.

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday in the second week. Friday is a day off.

**2) Overtime on the altered work week schedule will be paid as follows:**

**Week 1** Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Time and one half (1 ½) will be paid for the first (4) hours worked before or after the regular eight (8) hour days. Double-time will be paid thereafter.

**Week 2** Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Double-time will be paid thereafter.

Time and one half (1 ½) will be paid for the first twelve (12) hours worked on the earned Friday off. Double-time will be paid thereafter.

Double-time will be paid on Sundays and Statutory Holidays for all hours worked.

In chart form for clarity:

	WEEK 1							WEEK 2						
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Reg Hours	9	9	9	9	8			9	9	9	9			
Days Off						Off	Off					Off	Off	Off
O/Time Payt's	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	4 hrs 1 ½	12 hrs 1 ½	DT	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	12 hrs 1 ½	12 hrs 1 ½	DT

**3) It should be noted that those employees working more than ten (10) hours are entitled to an overtime meal and break at the ten (10) hour mark pursuant to the overtime meal articles in the agreement.**

## APPENDIX G

### POLICY

**FEBRUARY 16, 2003**

**RE: SUBSISTENCE ALLOWANCE ASSISTANCE**

The Parties hereto agreed that attempts would be made to deal with employees requiring assistance in paying for their lodging on subsistence jobs.

It was agreed by the Parties that:

- (a) The employer, where requested by both the employee and the Business Manager of the applicable Local Union, would either:
  - (i) guarantee or pay for the room with the lodging in place at an amount not to exceed the daily subsistence rate, until the employee receives their first pay cheque or completes the assignment, whichever occurs first.

*or:*

  - (ii) provide the employee with "an advance", based on the subsistence allowance for the time period stated in (i), which will be deducted from the first pay cheque.
- (b) All requests for subsistence advances shall be confirmed in writing by the Local Union Business Manager or their designee at the time of referral. It is acknowledged that the Business Manager will only make this request where they are aware of a legitimate need for such advances.
- (c) This arrangement does not apply where a camp is available.

It is understood that a request herein shall not be subject to either grievance or arbitration. The Employer is expected to act in a fashion that meets the intent of this Policy to the best of their ability under the circumstances.

## **APPENDIX H**

### **POLICY**

The following Policy on Alcohol and Drug Guidelines and Work Rule is agreed to:

#### **ALCOHOL AND DRUG GUIDELINES AND WORK RULE**

WHEREAS certain Owners may dictate the necessity of an "Alcohol and Drug" policy; and

WHEREAS it is of mutual benefit for both parties to the "Collective Agreement", to endorse such a program of guidelines dealing with "Alcohol and Drug" policies in the workplace, both parties agree to endorse the following documents as the standard of our industry.

#### **CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE**

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014 and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

**APPENDIX I**  
**IOL STRATHCONA – WORK WEEK ALTERATION**



NATIONAL MAINTENANCE COUNCIL FOR CANADA

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By E-mail

November 2, 2011

Mr. Brent Elder  
Melloy Industrial Services Inc.  
Turnaround and Maintenance Manager  
2305, 5 Street  
Nisku, AB  
T9E 7X1

**Re: IOL Strathcona- Work Week Alteration**

Dear Brent:

This letter is in response to your company's request for formal approval of the work week alteration which has been utilized at the IOL Strathcona site since 2005. The proposed shift alteration calls for the following conditions:

1. Those employees working long-term maintenance at the Imperial Oil Strathcona site will work eight and one half (8.5) hours at straight time Monday to Friday. The extra half (.5) hour worked each Monday to Friday is designed to compensate the worker for the sixteen (16) scheduled EDO's.
2. All additional hours after the eight and one half (8.5) will be performed at the regular overtime provisions as indicated in the National Maintenance Agreement.
3. It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal break at the ten (10) hour mark pursuant to the overtime meal articles in the collective agreement.
4. Overtime payments for work on the sixteen (16) scheduled EDO's will be at time and one half (1 ½) for the first twelve (12) hours worked. Double-time (2) will be paid thereafter. Double-time will also be paid for all hours worked on Sunday and Statutory Holidays.
5. This schedule has been implemented to allow for the harmonization between the client's operational personnel and the long-term maintenance workers supplied by Melloy.
6. The work week alteration also ensures that those working long-term maintenance are compensated for the sixteen (16) EDO's.

700 Dorval Drive, Suite 502, Oakville, Ontario L6K 3V3 Tel: (905) 849-8415 Fax: (905) 849-8154  
Internet: [www.gpmccanada.com](http://www.gpmccanada.com) E-Mail: [inquiries@gpmccanada.com](mailto:inquiries@gpmccanada.com)

The National Maintenance Council for Canada has reviewed your proposed approach regarding the hours of work and the corresponding compensation for meals and overtime payments and endorses the approach as defined above.

It is important for you to notify the Local Union Representatives of the hours of work and all other arrangements as soon as possible.

Yours truly,

  
S.M. Smillie  
Executive Director

ec: NMC Members  
B. McKenzie, NMC  
R. Wassill, BTA  
Edmonton Local Union Business Managers

## APPENDIX J

### GENERAL UNDERSTANDINGS ARISING FROM 2019 RENEWAL DISCUSSIONS

- 1 The Union and Employers agree to the creation of a Workready Workforce Committee. The terms of the committee will be drafted and structured as to set the training and certification requirements by each craft Union prior to hire by Employer.
- 2 The parties agree to establish a working committee to explore the consolidation and amalgamation of the GPMA and NMA collective agreements.
- 3 The National Maintenance Council for Canada commits to review and implement the Canadian Model version 6.0 by March 31st, 2020.

## APPENDIX K

### 12 HOUR SHIFT ALTERATION

Upon written notification to the affected Local Unions and the National Maintenance Council for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour paid breaks.
3. Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ time and one-half (1.5x).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the National Maintenance Agreement (NMA).
6. Employees will receive an overtime meal or provided compensation in lieu at the amount of twenty-five dollars (\$25.00). (Where camp is provided, employees will not receive the twenty-five dollars (\$25.00) meal allowance where they are able to receive a camp meal at the end of their shift). This is not payable for those receiving subsistence.
7. All employees on this shift must observe three (3) half hour breaks.

The notification to the Committee and the affected Local Union(s) must be received no later than seven (7) days prior to the start of the shift and the notice will highlight the anticipated start and completion dates, and the list of trades to be employed for the shift alteration.

The following conditions of the Committee's endorsement need to be highlighted:

1. The approval of the above terms and conditions is to be implemented for the dates requested by the Company. Should the Company need to extend the completion date, they will serve formal notice to the Parties.
2. It is expected that the nature of the work and break structure will not be a detriment as to how the work will be performed safely and effectively executed.
3. Any deviation from the outlined conditions may result in the cessation of the shift for the Company.

## **NATIONAL MAINTENANCE COUNCIL FOR CANADA - ADMINISTRATION FUND**

In accordance with Article 10.200, the Employer and all Sub-Contractors to this Agreement shall pay ten (\$0.10) cents per hour worked into the Administration Fund of the National Maintenance Council for Canada. This amount shall be remitted monthly by the fifteenth of the following month, along with a listing of the hours and trades being reported. Cheques should be made payable to the National Maintenance Council and forwarded to:

National Maintenance Council for Canada  
447 Frederick Street  
Kitchener, Ontario  
N2H 2P4

ATTENTION: Brett McKenzie  
Executive Director

### **NOTICE TO CONTRACTORS**

**Remittances to the National Maintenance Council must include an additional 5% for Federal Goods and Service Tax.**



## NATIONAL MAINTENANCE AGREEMENT - ALBERTA TRADE APPENDIX

- 1) The following formula will be used for the determination of Maintenance Base Rates and Benefits for the duration of the Agreement – January 1, 2020 to December 31, 2022.
  - I) Maintenance Base Rates will be set at \$0.75 under construction base rates plus 100% of appropriate benefits.
  - II) For Ft. McMurray Projects only, Maintenance Base Rates will be set at 100% of Construction Base Rates plus 100% of appropriate benefits.
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyperson Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice.
- 3) Benefit Code Calculation:

B	Calculated on straight time and overtime hours worked.
C	Calculated on total hours paid.
D	Calculated on total wages.
- 4) These Wage Schedules are designed as a basic Labour Relations document to demonstrate the formula and approach taken to wage and benefit calculation in the National Maintenance Agreement. EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT WAGE AND BENEFIT FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.
- 5) Deductions payable to the Alberta Building Trades Council are made under this Agreement.
- 6) In accordance with Article 9.102 contributions to RSAP are payable under this agreement for participating trades
- 7) In accordance with Article 9.103 contributions to the Workforce Development Initiative Trust Fund are payable under this Agreement
- 8) The contributions required for the various funds contained within the wage schedule portion of the Collective Agreement will be made on hours worked for all trades with the following exceptions:
  - i. Health & Welfare payments for those who currently have contributions paid on hours earned or as established will continue.
  - ii. Vacation pay and Statutory Holiday pay will be paid on hours earned.

The above items will become effective on January 1, 2020 and will expire on December 31, 2022. Upon expiration these items will become null and void and removed in their entirety from the Collective Agreement and return to 100% of appropriate benefits.